

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Wisniewski et al.
Serial No. : 10/688,627
Filed : October 17, 2003
Title : **Cleaning Wipe**
Examiner : Necholus Ogden, Jr.
Group Art Unit : 1751
Confirmation No. : 2591

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I hereby certify that this paper, along with any other paper or fee referred to in this paper as being transmitted herewith, is being deposited with the United States Postal Service with sufficient postage as First-Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 20th day of December, 2004.

By: 
Danielle L. Hribik

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION UNDER 37 CFR 1.321(b) and (c)**

Colgate-Palmolive Company, a corporation of the State of Delaware, represents that it is the assignee of the entire right, title and interest in and to the invention disclosed and claimed in application Serial No. 10/688,627 filed on the 17th day of October 2003, for Cleaning Wipe by virtue of an Assignment of said application which was recorded in the U.S. Patent & Trademark Office on February 13, 2004 as Reel 014975, Frame 0068; a copy of said Assignment is separately attached. The Colgate-Palmolive Company hereby disclaims the terminal part of any patent granted on the above-identified pending application which would extend beyond the expiration date of: (1) U.S. Patent No. 6,432,904 of which Colgate-Palmolive Company by virtue of an Assignment of said patent which was recorded in the U.S. Patent & Trademark Office on April 9, 2004 as Reel 012799, Frame 0561; has the entire right, title and interest in and to the invention disclosed and claimed in said U.S. Patent No. 6,432,904 which was filed on

Attorney Docket No.: 6780-13


February 27, 2004; and hereby agrees that any patent so granted on the above-identified patent shall be enforceable only for and during such period that the holder of legal title to said patent shall be the same as the holder of legal title to said U.S. Patent No. 6,432,904. This Disclaimer is to run with any patent granted on the above-identified pending application and is binding upon the grantee, its successor or assigns.

The assignee, Colgate-Palmolive Company, by its attorney of record, Bernard Lieberman, hereby states that the required evidentiary records of assignment have been reviewed as evidenced by copies of the Assignments annexed hereto as Exhibit A (USSN 10/688,627) and Exhibit B (U.S. Patent No. 6,432,904) and hereby certifies that to the best of his knowledge and belief, title is in the assignee seeking to take the action.

Please charge the \$130 fee for filing of the Terminal Disclaimer to Deposit Account No. 03-2455.

The Commissioner is hereby authorized to charge any additional fees under 37 CFR 1.16 et seq. which may be required or credit any overpayment of Deposit Account No. 03-2455. This letter is being submitted in duplicate.

Date: December 20, 2004

Signature: 
Bernard Lieberman
Attorney for Applicants
Registration No. 26,194

BL:dlh

Exhibit A

ASSIGNMENT

[ASSIGNMENT OF U.S. PATENT AFTER IT HAS RECEIVED A SERIAL NUMBER]

Docket No. 6780-13

WHEREAS, [I], Karen Wisniewski, Barbara Thomas, (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have invented an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 10/688,627, filed October 17, 2003, naming the ASSIGNORS as inventors, and entitled Cleaning Wipe; and

WHEREAS, Colgate-Palmolive Co., ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 300 Park Avenue, New York, New York 10022, is desirous of obtaining the entire right, title and interest in and to the aforesaid invention, and patent application and corresponding patent rights worldwide;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, by these presents does sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid U.S. and all corresponding foreign patent applications, all divisional, continuing, reissue and reexamination applications of the aforesaid U.S. application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNORS hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNORS' execution of this document.

This Assignment is effective as of October 17, 2003.
(Date of Filing)

Signed this 11 day of August, 2003


Name: Karen Wisniewski

Address: 267 Park Avenue, Bound Brook, New Jersey 08805

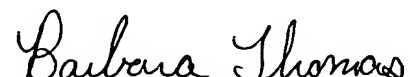
State of New Jersey)
) ss:
County of Middlesex)

On this 11th day of Aug., 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen Wisniewski, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.


Notary Public

CAROL M. STANLEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 18, 2005

Signed this 11th day of August 2003


Name: Barbara Thomas

Address: 16 Evergreen Circle, Princeton, New Jersey 08540

State of New Jersey)
) ss:
County of Middlesex)

On this 11th day of Aug., 2003, before me, a Notary Public in and for the State and County aforesaid, personally appeared Barbara Thomas, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.


Notary Public

CAROL M. STANLEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 18, 2005

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned, Albert R. Kelly, residing at 2 Cedar Lane, Douglaston, New York 11363, and Gerard Scheubel, residing at 5 Rue d'Auteil, App. 6, Quebec, Canada G1R 4C2 (herein after "Assignors"), who have created a certain invention for which an application for United States Patent entitled Cleaning Wipe, for which an application is to be filed, which names Karen Wisniewski and Barbara Thomas co-inventors, the said co-inventors having sold, signed and transferred to Colgate-Palmolive Company Inc. their full and exclusive rights in said Application, said Albert R. Kelly and Gerard Scheubel do hereby sell, assign and transfer to Colgate-Palmolive Company, 300 Park Avenue, New York, New York, 10022 (herein after "Assignee"), its successors, assigns and legal representatives, their full and exclusive rights in said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights under any of the international conventions, unions, agreements, acts and treaties, including all future conventions, unions, agreements, acts, and treaties.

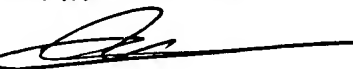
We authorize Assignee to apply for and receive Letters Patent for such protection in its own name, in the United states, its territorial possessions, and all foreign countries, and that, when requested to carry out in good faith and intent the purpose of this assignment, at the expense of said Assignee, but without charge to the Assignee, its successors, assigns, and legal representatives. The undersigned will execute all continuations-in- art, continuations, divisions, substitutes, reissues and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi-legal proceeding, communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, and legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all its applications for patents on said invention in said Assignee, its successors, assigns, and legal representatives.

INTESTIMONY WHEREOF, we have set our signatures below:

Signature of inventor Albert R. Kelly

Date: Aug 8, 2003

Witness: 

Witness: 

Signature of inventor Gerard Scheubel

Date: Aug 8, 2003

Witness: 


Witness: 

Exhibit B

US Patent 6,432,904

ASSIGNMENT

[ASSIGNMENT OF U.S. PATENT AFTER IT HAS RECEIVED A SERIAL NUMBER]

Docket No. 6780-01

WHEREAS, [I], Lamberta Suazon, Dawne Barry, John Fletcher, Karen Wisniewski, Barbara Thomas, (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have invented an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 10/086,165, filed February 27, 2002, naming the ASSIGNORS as inventors, and entitled Cleaning Wipe; and

WHEREAS, Colgate-Palmolive Co., ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 300 Park Avenue, New York, New York 10022, is desirous of obtaining the entire right, title and interest in and to the aforesaid invention, and patent application and corresponding patent rights worldwide;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, by these presents does sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid U.S. and all corresponding foreign patent applications, all divisional, continuing, reissue and reexamination applications of the aforesaid U.S. application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNORS hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNORS' execution of this document.

This Assignment is effective as of February 27, 2002.
(Date of Filing)

Signed this 14 day of February, 2002

Name: Lamberta Suazon

Address: 289 Delaney Drive, Ajax, Ontario, Canada L1T-3S7

Country of Canada)
) ss:
County of)

On this 15 day of February, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lamberta Suazon, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

Notary Public

Signed this 15 day of Feb, 2002

Name: ~~Dayne~~ Barry


Address: 483 Elm Road, Stouffville, Ontario, Canada L4A-2S3

Country of Canada)
) ss:
County of)

On this 5 day of February 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Dawne Barry, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

Notary Public

Signed this 15 day of February 2002


Name: John Fletcher

Address: 246 Spring Garden Road, Oakville, Ontario, Canada L6L 5H4

Country of Canada)
) ss:
County of)

On this 15th day of Feb., 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Fletcher, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

presence.

Mrs. R. Fielding
Notary Public

Signed this 21 day of February 2002

Karen Wisniewski
Name: Karen Wisniewski

Address: 267 Park Avenue, Bound Brook, New Jersey 08805

[illegible]

On this 21st day of Feb., 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen Wisniewski, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

Carol McStanley
Notary Public

CAROL M. STANLEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 18, 2005

Signed this 21st day of Feb., 2002

Barbara Thomas

Name: Barbara Thomas

Address: 16 Evergreen Circle, Princeton, New Jersey 08540

State of New Jersey)
) ss:
County of Middlesex)

On this 21st day of Feb., 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Barbara Thomas, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

Carol M. Stanley
Notary Public

CAROL M. STANLEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 18, 2005

Colgate-Palmolive Company accepts this Assignment.

COLGATE-PALMOLIVE COMPANY

BY: _____

Paul Shapiro

Paul Shapiro, Vice President
Chief Patent Counsel